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6 CRUMP INSURANCE SERVICES, INC.

7
8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA

10
11 CRUMP INSURANCE SERVICES, INC.,

12 Plaintiff,

13 v.

14 MICHAEL P. MCGRATH, an individual, ALL
RISKS, LTD., a corporation, and Does 1
15 through 50, inclusive,

16 Defendants.
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Case No. C-07-4636 MMC

**PLAINTIFF CRUMP INSURANCE
SERVICES, INC.'S SUPPLEMENTAL
OPPOSITION TO APPLICATION FOR
PARTY TO ATTEND SETTLEMENT
CONFERENCE BY TELEPHONE**

Date: September 22, 2008
Time: 9:30 a.m.
Courtroom: A
Judge: Magistrate Joseph C. Spero

1 Plaintiff Crump Insurance Services, Inc. files this Supplemental Opposition to
2 Defendants' request that Defendant All Risks, Ltd.'s President Matt Nichols be permitted to be
3 available by telephone for the Settlement Conference scheduled for Monday, September 22, 2008
4 at 9:30 a.m.

5 On September 8, and again on September 9, Crump's counsel informed Defendants'
6 counsel that due to changes in Crump's counsel's schedule, Crump and its counsel are available
7 September 25 or 26 and October 2 or 3 to reschedule the settlement conference, and asked
8 Defendants' counsel for their availability. Today, Defendants' counsel essentially refused to
9 discuss their availability, stating instead that "In response to your most recent voice mail
10 message, I do not believe it will be necessary to reschedule the settlement conference. The Court
11 called today and asked for a proposed order regarding our application, which we e-filed. I
12 assume the settlement conference will take place on September 22nd."

13 This Court should deny Defendants' request that Mr. Nichols be permitted to be available
14 by telephone and order the parties to agree on alternate dates on which all parties may attend in
15 person. In the alternative, if this Court grants Defendants' request, it should also permit Crump's
16 representative to attend by telephone as well, so that Crump is not forced to incur significantly
17 greater expenses than Defendants and the parties' bargaining positions are not unfairly skewed.
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19 Dated: September 9, 2008

/s/ Dylan B. Carp

Mark S. Askanas, Esq.

Dylan B. Carp, Esq.

JACKSON LEWIS LLP

Counsel for Plaintiff

CRUMP INSURANCE SERVICES, INC.